

## **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark A. Kutney, AICP, Development Services Director/ (954) 797-1101

**PREPARED BY:** Marcie O. Nolan, Deputy Planning and Zoning Manager

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District 1

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO AMEND THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF DAVIE AND EDSA FOR THE REGIONAL ACTIVITY CENTER (RAC) MASTER PLAN; PROVIDING FOR AN AMENDED SCOPE OF SERVICE TO COMPLETE SAID MASTER PLAN; PROVIDING FOR A FEE SCHEDULE AND PROJECT PHASING; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** Town Council approved Resolution 2006-007 on January 4, 2006 entering into a contract with EDSA to provide a master plan for the Regional Activity Center (RAC). The project has been proceeding consistent with the Scope of Services and Town Council has approved completion of Phases I, II, and III. The RAC master plan includes bi-weekly meeting with the RAC Steering Committee. At these meetings additional studies have been identified as worthwhile to the completion of the master plan. In Section 2.5 of the contract, additional services that increase, decrease or modify the Scope of Services require a written agreement approved by Town Council. The request before Town Council is to modify the Scope to include the following services:

**Affordable Housing Study:** The scope of the study will be to review the Town's existing affordable housing strategies and research additional strategies. The outcome will increase the tools available to assist the Town in creative and workable alternatives to provide affordable housing concurrent with new development. The cost of the study is \$47,500, with half the cost of \$23,750 paid from the RAC Master Plan fund account. The other half is to be paid by the Forman Family, members of the RAC Steering Committee.

**Economic Study:** The economic study will address demographics; growth and employment trends and characteristics; target market end-users; and develop program recommendations by land-use, acreage, square footage and/or number of units, price positioning and phasing. The cost for the study will be \$35,000 paid from the RAC Master Plan fund account.

**Project Manager Costs:** The RAC master plan did not specify or fund a project manager. The role of the project manager is to coordinate agendas, distribute minutes, and ensure that the project goals of both the Steering Committee and the Town Council are being addressed. EDSA stepped in to provide these

services for 7 months. After this time period, Town staff with the Steering Committee chair have fulfilled these tasks. A cost of these services is \$15,000 paid from the RAC Master Plan fund account.

Transcriptionist costs: The Town has a contract with Prototype, Inc. to provide minutes of meetings. At the bi-weekly meetings, the RAC Steering Committee has been utilizing the services of this firm. The typical cost per meeting averages between \$200 and \$250 depending on the meeting length. This cost will be paid from the RAC Master Plan fund account.

The total cost of the additional services total \$73,750 not including the use of the transcriptionist. It is anticipated that the transcription services will be approximately \$4,000. The remaining funds, not budgeted for the remaining two phases, total \$80,000. These funds were set aside for project contingencies.

**PREVIOUS ACTIONS:** This item was tabled from the February 7, 2007 Town Council meeting to the February 21, 2007.

Town Council approved R#2006-7 on January 4, 2006 for the original Scope of Service contract with EDSA. Subsequently Town Council approved R#2006-155 on June 7, 2006 for Phase I and R#2006-335 on December 20, 2006 for Phases II and III of the RAC master plan.

**CONCURRENCES:** The RAC Steering Committee voted on October 5, 2006 to approve the scope and funding of the Affordable Housing Study, the use of the transcriptionist. At the RAC Steering Committee meeting of January 4, 2007 the committee approved the Economic Study and the cost of Project Management services.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$ 77,750

Account Name: Contractual Services

If no, amount needed: \$

What account will funds be appropriated from: 001-0403-515-0306

Additional Comments: These funds were paid by the RAC Steering Committee last fiscal year. These funds were not reallocated for the FY 06/07. The funds being utilized to pay for the master plan are from the Contractual Services account of Planning and Zoning. An upcoming budget adjustment will be made to recognize the prior paid funds into contractual services.

**RECOMMENDATION(S):** Staff recommends approval of the contract amendment.

**Attachment(s):** Contract amendment, scope of services

## AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement (the "AMENDMENT") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the **TOWN OF DAVIE**, a municipal corporation organized under the laws of the State of Florida (the "TOWN"), and **EDWARD D. STONE, JR. AND ASSOCIATES, INC.**, a Florida corporation, ("CONSULTANT").

WHEREAS, on January 4, 2006, the TOWN and the CONSULTANT entered into a Professional Services Agreement (the "Agreement") for Master Planning Services for the Regional Activity Center for the Town (the "Project"); and

WHEREAS, the TOWN and the CONSULTANT have determined that the original scope of services included in the Agreement should be modified to provide additional services to be performed by the CONSULTANT or its subconsultant(s) to complete the Project; and

WHEREAS, such additional services include an economic impact assessment, a workforce housing component, and project management administrative services; and

WHEREAS, Section 2.5 of the Agreement provides that modifications to the scope of services provided in the Agreement must be contained in an amendment to the Agreement; and

WHEREAS, this Amendment includes a scope of services for each of the additional components of work in connection with the Project and compensation for such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TOWN and CONSULTANT agree as follows:

### ARTICLE 1

#### Recitals

- 1.1 Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference.

## ARTICLE 2

### Scope of Professional Services to be Provided

- 2.1 In addition to the Professional Services performed by CONSULTANT under the Agreement, the following additional services will be provided by Consultant.
- 2.1.1 CONSULTANT shall prepare, or cause to be prepared, an economic impact assessment of the Project, including fiscal and economic benefits, to help facilitate local program consensus and potential financial support. Attached as **Exhibit "A"** is a detailed scope of services describing the work to be performed. Services will be provided by Economic Research Associates (ERA) as a subconsultant to Consultant and ERA is hereby approved as an additional subconsultant under the Agreement. Services under this Section shall be completed within forty-five (45) days of the issuance of a Notice to Proceed to CONSULTANT by the TOWN's Contract Administrator.
- 2.1.2 CONSULTANT shall prepare, or cause to be prepared, a workforce housing component, the scope of services for which is attached as **Exhibit "B"**. Services will be completed no later than ninety (90) days from the issuance of a Notice to Proceed to CONSULTANT by TOWN's Contract Administrator. Services will be performed by Michele Mellgren & Associates, Inc., which subconsultant has been previously approved by the TOWN pursuant to Section 5.4 of the Agreement.
- 2.1.3 CONSULTANT shall provide all project management administration services for the Project as set forth in the scope of services attached as **Exhibit "C"**.

## ARTICLE 3

### Compensation

- 3.1 The TOWN agrees to pay CONSULTANT as compensation for the additional services described in Article 2 the following fees.
- 3.1.1 For preparation of the economic impact assessment as described in **Exhibit "A"**, the amount of Thirty Five Thousand (\$35,000.00) Dollars, including all Reimbursable Expenses as described in the Agreement.
- 3.1.2 For preparation of the workforce housing component as described in **Exhibit "B"**, the amount of Forty Seven Thousand Five Hundred (\$47,500.00) Dollars, including all Reimbursable Expenses as described in the Agreement.

- 3.1.3 For project management administrative services as described in **Exhibit "C"**, the amount of Fifteen Thousand (\$15,000.00) Dollars, including Reimbursable Expenses as described in the Agreement.
- 3.2 The TOWN'S Contract Administrator shall review all documentation prepared by CONSULTANT in connection with CONSULTANT'S performance of the work described in **Exhibits "A" and "B"**. Upon completion of each scope of work contained in **Exhibits "A" and "B"**, the CONSULTANT shall submit to the TOWN'S Contract Administrator such documents ("Documents") as will demonstrate the completion of the work. The TOWN'S Contract Administrator shall review the Documents and upon a determination that the Documents should be approved and the work described in each Exhibit should be accepted by the TOWN, the TOWN'S Contract Administrator shall submit the Documents, along with an invoice for services of the CONSULTANT and Reimbursable Expenses for the applicable scope of work, to the Town Council for approval. In the event the Documents are not approved by either the TOWN'S Contract Administrator or the Town Council, as applicable, CONSULTANT shall modify and re-submit the Documents until approval is obtained from the Town Council. In connection with its approval of the Documents for each scope of work and the invoices for services and Reimbursable Expenses, the Town Council shall approve an extension of time for CONSULTANT'S performance of services which extension shall be the number of days between the date the Documents were determined to be in compliance with the requirements for each scope of work by the TOWN'S Contract Administrator and the date the approval of the work is considered by the Town Council at its meeting.
- 3.3 Upon the completion of the work described in **Exhibits "A" and "B"**, CONSULTANT shall submit an invoice to the TOWN as provided in Section 3.2. The TOWN'S Contract Administrator shall make a recommendation to the Town Council for payment in connection with the submittal of the Documents as set forth in Section 3.2. The invoice shall identify the nature of the services performed and the time associated with each task. CONSULTANT shall submit an invoice to the TOWN at the completion of Phase V of the Project for the services provided as set forth in **Exhibit "C"**.
- 3.4 Upon the approval by the Town Council of the invoice for the work described in **Exhibits "A" and "B"**, and upon acceptance of and approval by the Town Council of the Final RAC Master Plan report described in Phase V of the Project, the TOWN'S Contract Administrator, within thirty (30) calendar days from such approval, shall pay CONSULTANT the fees and Reimbursable Expenses. An invoice for each of the Scope of Services described in **Exhibits "A", "B", and "C"** may be separately submitted approved, and paid. Reimbursable Expenses must be invoiced separately by CONSULTANT with supporting documentation and will be reimbursed by the TOWN at cost upon approval by the Town Council.

## ARTICLE 4

### Miscellaneous

- 4.1 All articles, sections, terms, conditions, and provisions contained in the Agreement shall remain in full force and effect and shall apply to this Amendment.
- 4.2 All representations made by either of the parties in connection with the Agreement are fully applicable to this Amendment and are deemed to be true in connection with the Amendment.
- 4.3 This Agreement represents the entire and integrated agreement between the TOWN and CONSULTANT and supersedes all prior negotiations, representations, or agreements whether written or oral. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document. This Amendment may be amended only by written instrument signed by the TOWN and CONSULTANT.
- 4.4. The parties recognize that a portion of the funding for the services to be provided as described in **Exhibit "B"** will be provided by a source other than the TOWN. Therefore, the Notice to Proceed for services set forth in Section 2.3 and **Exhibit "B"** are subject to the receipt of such funds by the Town and the Notice to Proceed shall not be issued by the TOWN'S Contract Administrator until the TOWN is in possession of all funds required to pay CONSULTANT for the services.

This Agreement is entered into as of the day and year first written above.

TOWN OF DAVIE

ATTEST:\_\_\_\_\_

By:\_\_\_\_\_  
Tom Truex, Mayor

EDWARD D. STONE AND ASSOCIATES, INC.

By:\_\_\_\_\_  
Name: Joseph J. Lalli, FASLA  
Title: President/Managing Principal

## ECONOMIC IMPACT ASSESSMENT

### **Task One:    Redevelopment Analysis Orientation**

**Purpose:**       Review project concept and available data with the project team, identify appropriate local contacts, agree on ERA's project focus and the resulting products and appropriate level of detail. ERA encourages participation of Davie technical staff to maximize ERA's exposure to local data and issues and to set the framework so that the city can incorporate our report products into their planning process. Activities will include:

1.       Review relevant data, information contacts and obtain related project team input.
2.       Review relevant master plan information and related development and planning information and contacts
3.       Review transit/transportation planning process with FDOT and other information sources.
4.       Tour project area and adjacent (or competitive) areas
5.       Agree on additional information to facilitate the market/feasibility analysis, available sources, team assistance and responsibilities, etc.
6.       Incorporate EDSA and other appropriate project priorities and desired specific report products into ERA's draft Work Program.

**Product:**       Necessary understanding of project priorities and desired agreed to Work Program.

### **Task Two:    Development Market Analysis**

**Purpose:**       Work with the project team to compile an estimate of realistic market development potential over the next 25 years in the project area. Activities will include:

1.       **Market Projections-** Use available data (client and ERA sources) to define relevant recent demographic trends, growth projections, geographic growth trends, regional infrastructure, CIP plans, competitive environment and determine the primary implications for the project area.

EXHIBIT "A"

This would provide a development scenario for various development activities that identifies a low-high forecast of potential development capture at the site.

2. **Transit Opportunities-** Team effort to define potential transit/transportation related development scenarios for the project area, and translate how these options will impact site demand and density for development.
3. **Development Potential-** Summarize potential development opportunities by land use activity and scale, reflecting transit and other factors that will shape the marketplace. From our previous TOD work incorporate probable market opportunities, implications of support transit, justification for funding, etc.—to promote the viability of the Master Plan process. (This would include case study experience from comparable projects in similar environments).
4. **Development Projections-** ERA will review the resulting development opportunities (i.e. growth potential) with the project team and present them in the agreed-to-format:
  - Function (private, public, academic, support, etc.)
  - Scale/density/land use needs
  - Phasing considerations
  - Locational considerations
  - Transit linkage
  - Innovative development concepts to maximize the development program
  - Other agreed to considerations

**Product:** Development programming summary for client team review.

### **Task Three: Report Findings**

**Purpose:** To present ERA's Market Conclusions in an agreed-to-format including specific considerations to facilitate the Master Plan process. Activities will include:

1. Market conclusions in an agreed-to-format
2. Development summary and support material
3. Strategy options incorporating transit and related planning and program actions

**Product:** ERA's Market Development Report and presentation in agreed-to-format.

<u>Activity</u>		<u>Timing</u>	<u>Costs</u>
Task One	Orientation	1 Week	\$5,000
Task Two	Market Analysis	3 Weeks	\$20,000
Task Three	Review/Report	2 Weeks	\$10,000
			<u>\$35,000</u>

## Davie Regional Activity Center Workforce Housing Component

### Scope of Services:

This project will undertake the task of outlining a workforce housing component in the Davie Regional Activity Center (RAC). The project will consist of two tasks that will result in the recommendation of a funding mechanism and housing program to be created within the Davie RAC.

RAC Task List		
	Task Name	Estimated Time
Task 1	Research <ul style="list-style-type: none"> <li>Existing Programs</li> <li>Funding Mechanism</li> </ul>	45 days
Task 2	Findings and Recommendations <ul style="list-style-type: none"> <li>Existing Programs</li> <li>Funding Mechanism</li> </ul>	45 days
<b>Professional Fee for Service: \$47,500</b>		<b>Total 90 days</b>

#### **Task 1: Research**

- Research and identify existing housing development programs that are operated in settings of higher education centers or similar institutional settings; Research will also include international housing development programs, such as the housing program at the University of British Columbia, Canada which has proved successful in the provision of workforce housing for University staff.
- Research and identify funding mechanisms that would be applicable to the unique development opportunities in the RAC; Research will also identify potential innovative strategies such as the creation of a "housing credit bank" to offset requirements of other housing developments.
- Research the requirements for a housing program and self-sustaining funding mechanism within the RAC, and any implications as it would relate to requirements of the Town of Davie housing policies.

#### **Task 2: Analysis, Findings and Recommendations**

- Prepare final guideline for workforce housing component by
  - o analyzing the information, outlining the successes and shortcomings of existing programs and funding mechanism,
  - o and by providing a recommendation as to the type of program and funding alternative to be established within the RAC.

#### **Deliverable**

- Five (5) hard copies and one CD of a document that details the research, findings and recommendations that may serve as implementing guidelines for an workforce housing component in the RAC.

## PROJECT MANAGEMENT ADMINISTRATIVE SERVICES

### Scope of Services

EDSA will provide all project management administration services pursuant to the Agreement as per Town of Davie and Steering Committee request.

### Deliverables

The following additional services will be provided in conjunction with the project:

- Compile contact information for Town of Davie & Steering Committee members.
- Compile all requests for Technical Committee members and Stakeholders.
- Locate all contact information and distribute information to all parties
- Distribute all emails pertinent to project completion.
- Serve as primary contact point to Town of Davie and Steering Committee.
- Record & Distribute Workshop and Meetings Notes.
- Create and distribute Agenda for all Steering Committee Meetings.
- Coordinate and distribute information to Town of Davie Mayor, Town Council and Town Staff for review.
- Lead Steering Committee meetings.
- Lead Technical Committee meetings.
- Project Coordination of Documents required for all workshops, meetings and submittals.
- Provide Master Scheduling Services to keep all parties informed of milestones and review periods.
- Serve as overall project manager for Town of Davie and Steering Committee for the duration of the RAC study.

## EXHIBIT “C”

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